

PREPARED BY AND RETURN TO:
Greenberg Nikoloff, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698

**CERTIFICATE OF RESTATEMENT & AMENDMENT
TO THE MASTER DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR
OLD HARBOR PLACE HOMEOWNER'S ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting, held on March 26, 2025, at which a quorum of the membership was obtained, the Owners, by an affirmative vote of Owners owning not less than two-thirds (2/3) of the Lots, voted to amend the Declaration of Conditions, Covenants, and Restrictions for Old Harbor Place Homeowners' Association, Inc, originally recorded on May 8, 1995 in OR Book 8995, Page 860 of the public records of Pinellas County, Florida, and amended thereafter by the Amendment to Master Declaration of Conditions, Covenants and Restrictions for Old Harbor Place dated March 4, 1996, recorded in OR Book 9271, Page 1768; the Second Amendment to Master Declaration of Conditions, Covenants and Restrictions for Old Harbor Place dated April 9, 1996, recorded in OR Book 9315, Page 1419; Third Amendment to Master Declaration of Conditions, Covenants and Restrictions for Old Harbor Place dated April 11, 1997, recorded in OR Book 9679, Page 1144; Schedule of Amendments to Master Declaration of Conditions, covenants and Restrictions for Old Harbor Place dated May 1, 2018, recorded in OR Book 20043, Page 1673, all of the public records of Pinellas County (collectively, the "Declaration"), Florida be, and the same is hereby amended as follows

The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and entitled
**"AMENDED AND RESTATED MASTER DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS FOR OLD HARBOR PLACE"**

IN WITNESS WHEREOF, Old Harbor Place Homeowners' Association, Inc.. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 8 day of April, 2025.

<Corporate Seal>

OLD HARBOR PLACE HOMEOWNERS'
ASSOCIATION, INC. A NOT- FOR PROFIT CORPORATION

By:

Ken McLaren, President

ATTEST:

Denise Groesbeck, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 8 day of April, 2025, personally appeared before me Ken McLaren as President, and Denise Groesbeck, as Secretary of OLD HARBOR PLACE HOMEOWNERS' ASSOCIATION, INC., who are personally known to me or who have produced _____ as identification and who did take an oath.

Michael Uzzi
NOTARY PUBLIC



MICHAEL UZZI
Notary Public
State of Florida
Comm# HH257905
Expires 4/27/2026

EXHIBIT A

**AMENDED AND RESTATED MASTER DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS FOR OLD HARBOR PLACE**

THIS AMENDED AND RESTATED MASTER DECLARATION, made on the 26th day of March, 2025, by the Members of Old Harbor Place Homeowners' Association, Inc. hereinafter referred to as Declarant, or Association supersedes, repeals, and revokes any and all covenants, conditions and restrictions, that may exist previous to this restated Declaration.

WITNESSETH:

WHEREAS, Towermarc Construction Corp., hereinafter referred to as "Developer", was the owner/developer of the real property situated in Pinellas County, Florida, more particularly described in Article II of this Declaration: and.

WHEREAS, Developer on May 8, 1995 entered into the Master of Declaration of Covenants and Restrictions for Old Harbor Place recorded in OR Book 8995, Page 860 of the public records of Pinellas County, Florida, (the "Declaration") to preserve, protect and enhance the values and amenities in Old Harbor Place and to provide for the maintenance of the community facilities and common areas; and

WHEREAS, Developer insured the Declarant's enjoyment of the specific rights, privileges, and easements to the common areas by incorporating Old Harbor Place Homeowners Association, Inc., as a nonprofit corporation under the laws of the State of Florida effective March 30, 1995. The Articles of Incorporation, as originally executed on March 30, 1995, delegated and assigned to Declarant certain powers, including but not limited to, owning, maintaining, and administering all common areas and facilities for Old Harbor Place; administering and enforcing all covenants, conditions, and restrictions; and fixing, levying, collecting and disbursing the assessments and charges of the Corporation to the homeowners; and

WHEREAS, Developer modified the Declaration with Amendment to Master Declaration of Conditions, Covenants and Restrictions for Old Harbor Place dated March 4, 1996, recorded in OR Book 9271, Page 1768 of the public records of Pinellas County, Florida (collectively, the "Declaration") to provide that the Association would be responsible for maintenance of the decorative fence installed at the McMullen Booth Road entrance to Old Harbor Place; and

WHEREAS, Developer modified the Declaration with Second Amendment to Master Declaration of Conditions, Covenants and Restrictions for Old Harbor Place dated April 9, 1996, recorded in OR Book 9315, Page 1419 of the public records of Pinellas County, Florida (collectively, the "Declaration") to provide that the Association may not amend the Declaration in a manner that affects the surface water management system, including the water management portions of the common areas without prior written approval of the Southwest Florida Water Management District; and

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WHEREAS, Developer modified the Declaration with Third Amendment to Master Declaration of Conditions, Covenants and Restrictions for Old Harbor Place dated April 11, 1997, recorded in OR Book 9679, Page 1144 of the public records of Pinellas County, Florida (collectively, the "Declaration") to reduce the minimum setbacks for residential dwelling units to 20 feet from the front street line or side street line from 25 feet from said lines; and

WHEREAS, the Association modified the Declaration with Schedule of Amendments to Master Declaration of Conditions, covenants and Restrictions for Old Harbor Place dated May 1, 2018, recorded in OR Book 20043, Page 1673 of the public Records of Pinellas County, Florida (collectively, the "Declaration") to prohibit short-term leases or subleases in or on any Lot within Old Harbor Place; and

WHEREAS, the Association has determined that it would be beneficial to the Membership of the Association to compile all amendments previously passed by the members into a new Amended and Restated Declaration, and to further amend the Declaration and By-laws; and

NOW, THEREFORE, Declarant declares that all properties described in Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, easements, charges, and liens hereinafter set forth as restated and amended pursuant to the terms of the original Declaration allowing for amendments by owner vote.

ARTICLE I DEFINITIONS

The following terms/words when used in this or any amended or supplemental Declaration, and the Articles of Incorporation and Bylaws (unless the context shall prohibit) shall have the following meanings:

1. "Old Harbor Place" shall mean and refer to lots 1-76, as shown on the plat for the subdivision known as Old Harbor Place, recorded in plat book 112, pages 75 & 76, Pinellas County, Florida, (hereinafter the "Plat").
2. "Association" or "Declarant" shall mean and refer to the Old Harbor Place Homeowners' Association, Inc., its successors or assigns.
3. "Dwelling unit" shall mean and refer to all private residential units constructed on a lot or lots within Old Harbor Place and may sometimes be referred to as "dwelling" or "unit".
4. "Owner" or "Member" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential dwelling unit or lot situated within Old Harbor Place, but shall not include any mortgagee.
5. "General Plan of Development" shall mean and refer to the recorded Plat for Old Harbor Place.

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6. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision Plat of the property intended for the construction of a residence, with the exception of the common area(s), together with all improvements situated thereon from time to time. A Lot may also be referred to as a "Unit" or "Dwelling Unit", when developed.
7. "Board " shall refer to the Board of Directors of the Association.
8. "Committee" shall refer to the Architectural Committee, as referred to in Article VI.
9. "Architectural Guidelines" and "Standards" shall consist of the following:
 - a. The application form,
 - b. The process and timeline for submission and approval of architectural applications, and,
 - c. Standards for the use of material, the size, the design and/or the location of the structure or improvement on the parcel.
10. "Common Area" shall mean all real property, including improvements owned or areas of easement held in favor of or administered by the Association for the common use of its members. The Common Areas may include streets, sidewalks and parking areas outside the Lots, playground(s), community structure(s), etc., if the same are constructed; and any and all lakes, ponds, or holding areas contained in the property. Common Area(s) may also be referred to as "Community Property." Without limiting the foregoing, Common Areas shall include the following:
 - a. Tract A through J;
 - b. Entrance signage and associated landscaping;
 - c. Retention ponds and associated control structures;
 - d. Associated irrigation;
 - e. The sidewalk adjoining Lots 36 through 42 within the St. Petersburg water line easement;
 - f. Any decorative pavers within the right of way;
 - g. Any tree wells/walls not located on a Lot; and
 - h. Fencing facing McMullen-Booth Road
10. The term "Institutional First Mortgage" shall mean a mortgage made by a bank, savings and loan association, insurance company, pension fund, real estate trust, or other private/governmental agency engaged in the business of mortgage financing which is a first and prior mortgage encumbering a residence.
11. "Bylaws" shall refer to the Bylaws of the Association including all exhibits, such amendments as may be adopted from time to time, and any Rules and Regulations which are adopted by the Board.
12. "Residence" shall mean a private single-family dwelling located upon a residential lot.

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13. "Articles of Incorporation" shall refer to the Articles of Incorporation of the Old Harbor Place Homeowners' Association, Inc., all exhibits attached hereto, and such amendments, if any, as may be adopted from time to time.

14. "Law" shall include any statute, ordinance, rule, regulation, or order validly created or adopted by the State of Florida, Pinellas County, City of Safety Harbor or any other governmental agency or entity from time to time applicable to the property or to any activities on or about the property.

15. "Declaration" shall mean this Amended and Restated Master Declaration of Conditions, Covenants, and Restrictions for Old Harbor Place, together with any amendments or supplements thereto.

16. "Material Alteration" shall mean to palpably or perceptively vary or change the form, shape, elements, or specifications of a building from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its functions, use, or appearance.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

SECTION ONE, DECLARED PROPERTY.

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Pinellas, State of Florida, and is more particularly described in Plat Book 112, Pages 75 & 76, and incorporated by reference fully as if specifically repeated herein, and all of which real property as well as additions thereto, shall hereinafter be referred to as "Declared Property".

SECTION TWO, ADDITIONS TO DECLARED PROPERTY.

1. Without further assent or permit, from Members of the Association or residents of Old Harbor Place, the Declarant hereby reserves the right, from time to time, to subject other real property to these restrictions and to operate same under the Association. The addition herein authorized shall be made by filing of record to this Declaration, one or more supplemental Declarations to be subject to this Declaration. Supplemental Declarations shall extend the jurisdiction of the Association to such property and subject such additions(s) to assessment for their just share of the Association's expenses. Each supplemental Declaration may contain such complimentary additions to, or modifications of the Conditions, Covenants and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties. However, any supplemental Declaration(s) shall not revoke or otherwise amend the provisions of this Declaration as to the original property covered by Article II, section One above.

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2. In the event additional property is submitted to this Declaration, the Declarant reserves the right to replat at its sole discretion, any previously platted properties already submitted to this Declaration in order to establish streets, walkways and open spaces that adequately and consistently provide access and harmony in appearance to all portions of the property. If the Declarant determines that replatting of any previously platted property is necessary or expedient, and any lot or parcel within that previously platted property has been conveyed to a third party, such third party owner, his successors, assigns, grantees, heirs or legal representatives shall execute any and all applications, affidavits and instruments requested by Declarant in order to effectuate such replatting, provided that such replatting shall not materially affect the right of convenient access to lots conveyed to third parties under the previous plat.

SECTION THREE, MERGERS. Upon a merger or consolidation of the Old Harbor Place Homeowners' Association, Inc. with another nonprofit corporation, or similar organization, as provided for in its Bylaws, its property, rights, and obligations may, by operation of law, be transferred to the surviving or consolidated corporation; or, alternatively, the property rights, obligations of the other nonprofit corporation may, by operation of law, be added to the property, rights and obligations of the Old Harbor Place Homeowners' Association, Inc., as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the properties, together with the covenants and restrictions established upon any other additional properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Declared Property except as hereinafter provided.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION ONE, MEMBERSHIP.

1. Every person or entity who is the owner of record in any Lot or who is purchasing one or more Lots under a contract or purchase agreement within Old Harbor Place shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, this Declaration, the Bylaws, and all Rules and Regulations. For this purpose, any unit ownership arrangement or agreement shall be deemed ownership of a Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy, or tenancy in common, or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots under contract or agreement of purchase, the membership as to such unit(s) shall be joint and the rights of such membership as stipulated herein.

2. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay the charge, assessments, and special assessments levied upon each Member's Lot as specified in the Declaration, the Bylaws, or as the members of the Association may from time to time adopt.

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SECTION TWO, VOTING AND VOTING RIGHTS.

1. The voting rights of the membership shall be appurtenant to the ownership of a Home or Lot.
2. A member who is delinquent more than 90 days in the payment of any annual, special, or other periodic assessment duly levied by the Association against a Unit or Lot owned by such a member or in violation of any restriction or covenant contained herein shall not be entitled to vote until all such charges, together with such reasonable penalties or fines as the Board may impose, have been paid.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREAS/COMMUNITY PROPERTIES

SECTION ONE, MEMBERS' EASEMENT OF ENJOYMENT.

Subject to the provisions of Section Three below, every member of the Association shall have a nonexclusive right and easement of enjoyment in and to the Common Area, as more particularly described in Article I herein. Such easement shall be appurtenant to and shall pass with the title to every Lot/Dwelling Unit situated within Old Harbor Place. The continued maintenance of such Common Area is the responsibility of the Association.

SECTION TWO, EXTENT OF MEMBERS' EASEMENT.

The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to permit the use of the Common area(s) to Unit or Lot owners, or occupant(s), their families, and bona fide guests.
2. The right of the Association to suspend enjoyment rights of any Owner for the period during which any assessment, fee or fine against him or his unit remains unpaid, or for any infraction of the Association's Declaration, Bylaws or Rules and Regulations. In the event of a violation by a member of any conditions, covenants or restrictions or any rules or regulations established by the Board, use rights may be suspended by the Board. Such suspension shall only be made by the Board after giving such member fourteen (14) days prior written notice by mail delivery or electronic transmittal, when permitted, specifying the alleged violation and providing for a hearing before the applicable and designated committee. Suspension will require confirmation via a majority vote of the designated committee.
3. The right of the Association to dedicate or transfer all or any part of the Common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be required thereby. No such dedication or transfer shall be effective unless the members entitled to at least two-

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thirds (2/3) of the total votes appurtenant to all Lots agree to such dedication or transfer, except as made on the Plat. Additionally, the Association may not dissolve or dispose of any common open space or improvements except to an organization concerned and designed for the continued maintenance in accordance with the requirements of the original development approval. This paragraph shall not preclude the Declarant or the Board from granting easements for the installation and maintenance of electrical, telephone, cable vision, water and sewer utilities, and drainage facilities, and the like, upon, over under and across the Common areas without the assent of the membership when such easements requisite for the convenient use and enjoyment of the properties.

ARTICLE V COVENANTS FOR ASSESSMENTS

SECTION ONE, PERSONAL OBLIGATION FOR ASSESSMENTS.

Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (contract for deed) shall be deemed to covenant and agree to pay to the Old Harbor Place Homeowners' Association, Inc.: (i) annual assessments or charges (ii) special assessments for maintenance, repair or restoration; (iii) special assessments for capital improvements; (iv) specific assessments against a particular lot where authorized elsewhere herein. Such assessments shall be fixed, established, and collected from time to time as provided herein. The annual and special assessments together with interest thereon and all costs of collection thereof shall be a charge on the affected Lot and improvements thereon and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, with interest and all costs of collection, shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due.

SECTION TWO, PURPOSE OF ASSESSMENTS.

Assessments levied by the Association shall be used to provide funds for purposes the Board determines are for the benefit of its Members. These purposes may include, but not be limited to, maintenance, landscaping, and beautification of the Common Areas and/or community properties, and improvements thereon. Common Areas may also include public easements held in favor of the Association, or other land and improvements thereon. Funds may also be used to provide other services to promote the health, safety and welfare of the residents of the community. Assessments may be used for but not limited to the cost of repair, replacement, and additions thereto; the cost of labor, equipment, materials, management, and supervision thereof; the payment of taxes assessed against the Common Area and/or community properties; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary; the employment of security personnel; and such other needs as may arise.

SECTION THREE, EXEMPT PROPERTY.

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The assessments, charges and liens created under this Article shall not apply to the Common Areas. In addition, all property dedicated to and accepted by a local public authority and all land granted to or used by a utility company shall be exempt. Properties owned by a charitable or nonprofit organization may likewise be exempt at the discretion of the Board.

SECTION FOUR, ANNUAL ASSESSMENT.

1. Annual Assessments shall be based upon the budget for the operation and maintenance adopted by the Board. In the event the Declarant, in its sole discretion, shall construct recreational facilities upon the Common Areas and/or community properties, the expenses for the maintenance and operation of any such recreational facilities shall be treated as a common expense of the Association.
2. The Annual Assessment shall be fixed at a uniform rate except for exempt property. Not later than thirty (30) days prior to January 1 of each year, the Board shall fix the amount of the annual assessment against each unit/Lot. In the event the Board elects not to fix such assessment rate, the prior year's annual rate shall be the fixed amount. Written notice of any changed rate shall be sent to every owner.
3. The annual assessment for each year may be increased by no more than 20% above the maximum annual assessment from the previous year without a vote of the membership. The maximum annual assessment may be increased above 20% by a vote of a majority of the Members.

SECTION FIVE, SPECIAL ASSESSMENTS.

1. In addition to the Annual Assessment authorized above, the Board may levy, in any assessment year, a Special Assessment for capital improvements not exceeding \$30,000.00 divided ratably amongst all dwelling units applicable to that year (\$411 per unit). A Special Assessment for capital improvements that exceeds \$30,000.00 may be approved provided that any such assessment shall have the vote of a majority of the Members. A Special Assessment for capital improvements or repairs of the Common Areas shall be fixed at a uniform rate.
2. In addition to the assessments described above, the Board may levy an Individual Assessment against a particular Unit, Lot, and/or Owner to recover damages or expenses chargeable against that Unit or Lot, the Lot Owner, his family, guests, invitees, agents or tenants for damage and structural maintenance, restoration, repairs, and all fees and costs, including reasonable attorney's fees incident thereto, without approval of the membership. The Association shall provide to the Lot Owner a written notice stating the amount due and the due date for the payment of the Individual Assessment. With respect to Individual Assessments, the Association shall have the same collection, lien and foreclosure rights against the Unit/Lot as set forth in the Declaration for any other assessments, including Special and Annual Assessments.

SECTION SIX, NOTICE AND QUORUM FOR ANY MEETINGS REQUIRING MEMBERSHIP APPROVAL.

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Any action authorized under Sections Four, paragraph 3 and Section Five above requires written notice of any meeting to be sent to all members not less than twenty (20) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called the presence, in person or by proxy, of members entitled to cast a majority of all the votes shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned and another meeting may be called subject to the same notice requirement. At a meeting adjourned for lack of quorum the subsequent meeting called shall have a quorum requirement of 30% of the votes of the entire membership. No such meeting that is adjourned due to lack of quorum shall be held more than six (6) months following the previously adjourned meeting.

SECTION SEVEN, ASSESSMENT DUE DATES.

The due dates for payment of Annual and Special assessments shall be established by the Board. The Association shall, upon request and/or reasonable charge, issue a certificate stating the amount of any assessment due with respect to a specific unit/Lot. Assessments will be collected by the Association on an annual basis unless otherwise specified by the Board.

SECTION EIGHT, NONPAYMENT OF ASSESSMENTS.

1. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, assessment shall bear interest on the date of delinquency at the highest rate allowed by law. The Association, acting through its Board, will mail a written Notice of Late Assessment and make formal demand for payment; and then if not paid, take all steps necessary and permitted in pursuit of collection of the assessment, up to and including an action at law or in equity against the Owner personally obligated to pay the same, and/or may foreclose the lien against such owner's Lots(s). The interest, all costs, and reasonable attorney's fees of any such action shall be added to the amount of such Assessment and become part of the lien. In addition, the Association may levy a late charge to reasonably cover extra administrative costs associated with collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his Unit/Lot.

2. If the assessment is not paid within five (5) days after the date formal demand for payment is mailed, then the Association shall have a continuing lien on the delinquent Lot/unit and all improvements thereon. Such lien shall continue until the delinquent assessment is paid. Each Owner, by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to so covenant, which covenant shall run with the land. Such lien may be perfected by the filing of an instrument among the public records of Pinellas County, Florida, indicating the amount of such lien and the obligation for interest and attorneys' fees and all costs of collection. Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed.

SECTION NINE, SUBORDINATION OF THE LIEN TO MORTGAGES.

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The lien of the assessments provided for herein shall be superior to all other liens except for tax liens and first mortgage liens, and municipal utility and assessment liens, provided mortgage liens are first liens against the property encumbered, but only to the extent provided for in Florida Statute Section 720.3085, as same may be amended from time to time. Sale or transfer of any Lot which is subject to a first mortgage pursuant to a decree of foreclosure under such first mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to sale or transfer, but only to the extent provided in Florida Statute Section 720.3085. No sale or transfer shall relieve such Lot from liability for any past-due assessments, interest and late fees as provided by Florida Statute Section 720.3085, any attorney's fees and costs incurred in pursuing collection of past-due assessments and any assessments thereafter becoming due or from the lien thereof. No sale or transfer shall relieve such Lots(s) from liability for any assessments becoming due thereafter or from the lien thereof. Delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the unit/Lots as a common expense.

ARTICLE VI ARCHITECTURAL COMMITTEE COVENANTS

SECTION ONE, ARCHITECTURAL COMMITTEE, GUIDELINES AND STANDARDS

1. To ensure a community of the highest quality, there shall be an Architectural Committee. Members will be appointed to the Committee by the Board. The Committee shall consist of not less than three (3) nor more than nine (9) members. The Board shall attempt but not be obligated to select members with different expertise.

2. The Committee reserves the power and discretion to review, for Board approval, all new buildings and structures, and any Material Alteration on each Lot set forth herein. No building, fence, wall, driveway, swimming pool, roof, recreational courts, or any structure regardless of size or purpose, whether attached to or detached from the main dwelling, or landscaping shall be commenced, placed, or erected on any lot; nor shall any exterior addition, or Material Alteration be made, unless plans have been approved in writing by the Committee or the Board. Owners must submit an application prior to commencement of work on any landscaping, structures regardless of size or purpose, whether attached to or detached from the main dwelling, or any material alterations placed on, or erected on any lot. No Owner can commence any work unless the work is in compliance with the Architectural Guidelines and Standards and the Owner has received approval in writing from the Association.

3. The Board shall have the authority to adopt, amend or rescind Architectural Guidelines and Standards at any regular meeting, so long as the proposed Architectural Guidelines and Standards are furnished to all Members at least 60 days prior to the vote. The Board is authorized to impose separate minimum square footage requirements for residences within Old Harbor Place.

4. The Board shall determine and approve the process by which the Committee will fulfill its architectural responsibilities. Any application decisions shall not constitute any representation, warranty, or certification as to the correctness, completeness, accuracy, or feasibility of any work, items,

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or systems shown thereon or contemplated, or of their compliance with governmental restrictions or requirements.

5. Neither the directors or officers of the Association, the members of the Architectural Committee ("AC"), nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Member of, resident, or Owner within the property of the Association or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the Board of Directors and/or AC in connection with the approval or disapproval of plans and specifications. Neither the directors or officers of the Association, the members of the AC., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto regardless of whether such plans are approved or disapproved by the Board of Directors or AC or with the recommendation of the AC. Any Member, Owner, or Occupant installing any improvement to his/her Lot shall indemnify and hold harmless the Association, its directors, agents, assigns and members of duly appointed committees, for any and all claims in connection with the installation or repair or any improvement on any Lot within the Association whether or not that improvement or repair was approved by or in accordance with the provisions of the AC and the Association.

SECTION TWO, ARCHITECTURAL COMMITTEE PREREQUISITES.

1. All Owner applications within the scope of this Article shall contain all necessary documentation, including detailed plans, material samples, and a compliance statement regarding the Architectural Guidelines and Standards in a format and content specified by the Committee.
2. The Committee's recommended approval or disapproval shall be made to the Owner in writing by electronic and / or physical media. Any commencement of work stated in this Article without an approved application shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the owner's expense.
3. In the event the Committee fails to make a recommendation on an Owner application within the timeline specified in the Architectural Guidelines and Standards, if the application is in compliance with the Architectural Guidelines and Standards then an approval shall not be required and the requirements of this Article shall be deemed to have been fully satisfied; provided, however, all other provisions of the Governing Documents shall remain in full force and effect and shall not be deemed waived by operation of this Paragraph.

ARTICLE VII OWNERS, RESTRICTIONS, AND RULES

SECTION ONE: LIVING AREA

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1. No dwelling shall be erected within Old Harbor Place unless the main structure, exclusive of screened porches, garages, and storage rooms, shall equal or exceed a minimum design square footage of 2200 sq. ft. for one-story homes, and a minimum of 2300 sq. ft. for two-story homes.
2. The Declarant shall have the right to reduce the design square footage standard when in its opinion there are special site and architectural considerations involved.
3. All single family detached dwellings shall have at least a double-enclosed garage and a driveway that will provide off- street parking for at least a total of two (2) four-wheeled vehicles.
4. The area of each Lot shall be as shown on the recorded Plat, as amended, or any additional property annexed in accordance with the terms of this Declaration, which shall be recorded in the Public Records of Pinellas County, Florida.

SECTION TWO, LAND USE

1. The area of each Lot shall be as shown on the recorded Plat, as amended or any additional property annexed in accordance with the terms of this Declaration, which shall be recorded in the Public records of Pinellas County, Florida.
2. Only one dwelling shall be constructed on any one of the residential platted Lots as recorded for the said subdivision.
3. No structure of a temporary nature or character shall be used as a residence.
4. No building or structure shall be moved onto any Lot. The intent of this restriction is that all buildings or structures shall be constructed thereon.
5. No trailers, vehicles, or structures that are not dwelling units shall ever be used as permanent or temporary residential accommodation. Owners may temporarily use PODS or dumpsters, but they shall be removed within 1 week after completion of the project as determined by and pursuant to the certificate of occupancy.
6. No fencing, landscaping, or other improvements shall be installed and/or erected on the utility easement between lots 35 and 36 without the written consent of the City of Safety Harbor's Public Works Director.

SECTION THREE, MAINTENANCE.

1. The exterior of all Lots, dwelling units, and other structures shall be maintained in a neat and attractive condition by the owners. Such maintenance shall include, but is not to be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks,

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and other exterior improvements. The maintenance of the sidewalks and storm drain curb inlet tops shall be the responsibility of each individual property owner adjoining the sidewalk and inlet top.

2. In the event any owner fails or refused to properly maintain the Lot, dwelling unit, and other structures or to keep such property free from any unsightly items, including high grass, weeds and underbrush, the Association may, at its option, ten (10) days after mailing a notice to said owner to comply with the requirements of this paragraph, enter and repair or remove all such unsightly items of growth, at the owner's expense. The owner shall be personally liable to the Association for the costs of repair or removal. The costs of such maintenance shall be added to and become part of an assessment and shall be a permanent charge and lien upon such Lot. All such Association money so expended shall accrue the maximum interest allowed by law until paid in full. No such entry as provided herein shall be deemed as a trespass, nor shall the Association be liable for doing anything reasonably necessary in carrying out this provision. Maintenance shall be performed between the hours of 8:00 a.m. and 7:00 p.m. on any day except Sunday.

3. In the event a tree well(s) and/or tree wall(s) are constructed upon a Lot, the Owner of such Lot shall be responsible for the maintenance of the tree wells and/or tree walls.

4. The Association shall provide for the ownership, operation, maintenance and preservation of the Common Area and all improvements thereon in a safe and reasonable manner, including the Surface Water Management System located within the Development. The Association shall take such actions as it deems reasonably necessary to meet the forgoing responsibilities and to minimize any potential liability which could result from its failure to properly maintain the Common Area.

5. The Association shall have the responsibility for maintaining the decorative fence and brick pavers installed on the County right-of-way at the McMullen Booth Road entrance to Old Harbor Place.

SECTION FOUR, SCREENING, FENCES, MAILBOXES OR OTHER USES.

1. All trash, garbage and other waste shall be kept in sanitary containers and shall be kept within an enclosure or properly screened so as to be out of sight from the front or side streets, except when placed at a designated pickup location on the day of trash pickup in keeping with the current any governmental codes and/or ordinances.

2. Window treatments shall consist of draperies, blinds, or shutters. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner moves into a home or when permanent window treatments are being cleaned or repaired.

3. No window air conditioning units shall be installed without written approval of the Architectural Committee.

4. Clothes lines, poles, frames, etc., if visible from the parcel's frontage, or an adjacent parcel, or an adjacent common area, are not permitted.

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5. Mailboxes must be in accordance with Architectural Committee Guidelines. Lot Owners shall maintain their mailbox free of dirt and debris, with numbers that are legible.

SECTION FIVE, ANIMALS.

1. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot. Household pets maintained for the sole pleasure of the occupants and not for commercial purposes are allowed. Birds shall be confined in cages. All governmental codes and/or ordinances shall apply.

2. No person owning or having possession, charge, custody, or control of any pet shall cause, permit, or allow the pet to stray, run, go or in any other manner be at large in or upon any public street, sidewalk or park, or on private property of others without the express consent of the owner of such private property. County leash laws shall apply at all times. All animal waste shall be immediately picked up and properly disposed.

SECTION SIX, SIGNS, FLAGS, AND FLAGPOLES

No signs shall be posted except as allowed by Florida Statutes. Temporary signs related to family events are permitted for a period of up to thirty (30) days. No type of political flag or sign is allowed to be displayed on any residential Lot.

Any owner may display such flags or install a flagpole only as allowed by the Florida Statutes. Temporary seasonal flags, such as holiday and sports related flags may be displayed.

SECTION SEVEN, DOCKS AND GAZEBOS.

No docks, piers or similar structures shall be constructed by homeowners. Docks constructed on Association Common areas are exempt from the above restriction. No gazebos, or similar outdoor structures to be used exclusively for residents shall be constructed by Owners.

SECTION EIGHT, UTILITIES, AND ANTENNAS

1. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment which is visible from the parcel's frontage, an adjacent parcel, or the common area shall be placed on any residential Lot without the prior written approval being first obtained from the Board. The Board may adopt rules and regulations pertaining to the location, size, design, or other aesthetic considerations. Where per Federal Communications Commission regulations, any antennas or satellite dishes are authorized as to any residential Lot, they shall be installed in a manner that is as inconspicuous as reasonably possible, while still permitting good reception quality.

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2. All residential utility service lines (including, but not limited to, electricity, telephone, radio and television line, cables and gas, water, sewer or drainage pipes) to the Lots shall be underground, unless otherwise approved by the Board and in compliance with all state and local regulations and requirements.

SECTION NINE, WELLS AND LAKES.

1. Except as noted in the Architectural Guidelines no well shall be sunk or drilled on any Lot. Existing wells, specifically those already drilled or sunk, as of the recording date of this document as designated by Pinellas County Clerk of Court, are considered "grandfathered in" for the purpose of compliance with this restriction. Should wells already be in existence as of the recording date of this instrument become non-compliant, they may, at the Board's discretion, lose their status as a permitted well. Notwithstanding, any stains resulting from the use of existing wells shall be regularly removed by the Lot Owner. The Association reserves the right to install wells and pumping stations for irrigation of the Common Area or such as recorded on any recorded plat.

2. The Association shall have the right, but not obligation, to control the water level and the growth or eradication of aquatic plants and algae in all lakes and retention ponds within Old Harbor Place. Access to such areas over Lots during daylight hours for the above purpose shall not be deemed trespassing.

3. No unit owner or resident shall have any right to remove water from the lakes for any purpose, nor to place solid materials or discharge water from swimming pools or heating/air conditioning systems into any lakes or drainage area.

4. Only boats that utilize manual, battery, electric or wind propulsion (i.e., canoes, row boats and sailboats) shall be allowed on lakes or other water bodies. This specifically prohibits all combustion powered crafts.

5. All Lot Owners whose Lots abut lakes/water bodies shall be responsible for maintenance of the area formed by the extension of their Lot lines unto the water's edge.

SECTION TEN, OFFENSIVE ACTIVITIES.

1. The pursuit of hobbies, professions, or inherently dangerous activities, including but not limited to the assembly, disassembly or storage of motor vehicles and other mechanical devices which could cause unsightly or unkept conditions are prohibited.

2. The shooting of firearms, fireworks or pyrotechnic devices of any type or size is not allowed on any Lot, street, or the Common areas.

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3. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. Each owner shall refrain from any act or use of his Lot which could reasonably cause discomfort, annoyance or nuisance to the neighborhood.
4. No unlicensed off-road, wrecked or inoperable vehicles, boats, or trailers of any type, that are visible from the parcel's frontage, an adjacent parcel, or the common area, shall remain on the Lot of a dwelling. Licensed vehicles must be parked on a paved surface.
5. No Lot shall be used in whole or part for storage of trash or debris of any nature except for household trash/garbage stored in proper trash containers which are awaiting pick up for disposal. No substance, thing, or material shall be kept upon any Lot that will emit foul or nauseous odors, or cause any noise that would disturb the peace and quiet of the neighborhood.

SECTION ELEVEN, STORAGE OF MATERIALS AND EQUIPMENT PLACEMENT

1. Incinerators for garbage, trash or other refuse shall not be permitted on any Lot. All equipment such as coolers, water conditioners, pool pumps, filters, heating equipment, woodpiles and garbage cans, placed on a Lot (whether temporary or permanent), if visible from the parcel's frontage, an adjacent parcel, or the Common Area, shall be concealed from the public view. Enclosures may consist of landscaping, block or wood, or PVC fencing. No lumber, brick, stone, cinder block, concrete or other construction materials, scaffolding, nor mechanical devices that are visible from the parcel's frontage, an adjacent parcel, or the common area shall be stored on a Lot for longer than a reasonable length of time necessary for the completion of the improvement for which same is to be used.
2. No exposed above ground tanks will be permitted. Notwithstanding the foregoing, above ground propane and water softener tanks shall be permitted so long as they are screened from view and are in compliance with any governmental codes and ordinances.

SECTION TWELVE, EASEMENT RIGHTS.

Easements are expressly provided for and reserved in favor of the Owners/residents, their guests and invitees, for ingress and egress over and about the Common areas for the purpose of entering and leaving the property and for vehicular traffic over and across such portions of any Common areas as may be used as roads within the development area. The rights provided under this easement shall be exercised in a manner so as not to interfere with the use and enjoyment of any Common areas by the owners/tenants, their families, or guests.

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SECTION THIRTEEN, LEASES AND OCCUPANCY.

In order to maintain a congenial, residential atmosphere within the Community and to protect the financial stability of the Association, there shall be no leasing of a Lot within the first twelve (12) months of ownership of the Lot with said period of time commencing to run from the date the deed or other instrument of conveyance is recorded in the public records of Pinellas County, Florida. No Lot shall be leased or rented for less than six consecutive months and there shall be no more than two (2) leases of a Lot within a given twelve (12) month period of time unless the Board grants a hardship exception in its sole and absolute discretion. No individual room within any Lot shall be leased or rented and no transient or overnight tenants shall be accommodated. Further, there shall be no subleasing of any Lot. Owners shall not advertise or cause to be advertised in any media or online platform, the leasing of a Lot within the Community that would be a violation of these Restrictions. Nothing herein shall prevent the Association from leasing an Association-owned Lot on any terms the Board deems acceptable

SECTION FOURTEEN, MISCELLANEOUS.

1. No owner or occupant other than the Association shall excavate or extract earth from any of the Lots subject to this Declaration for any purpose. No grading shall be permitted which will materially affect the surface height or grade of surrounding Lots that will cause drainage problems on adjacent Lots. No Lot shall be increased in land area by filling in the water it abuts.
2. No outside toilet facilities shall be constructed or maintained on any Lot other than those used during construction operations and are to be removed within five (5) days after completion of construction or after any extended delay of construction.
3. Notwithstanding any other provisions contained in this Declaration, in the event that any Unit, as constructed on a Lot, encroaches upon any portion of the Common Areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the unit as constructed upon any Lot, encroaches, or overlaps upon any other Lot or the Common areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or unit is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common areas.

ARTICLE VIII

MAINTENANCE OF DRAINAGE PONDS, DRAINAGE EASEMENTS AND DRAINAGE FACILITIES

SECTION ONE, MAINTENANCE.

The Maintenance of the surface water management system including drainage ponds or lakes, drainage easements and drainage facilities, which shall include but not be limited to retaining walls for drainage

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swales, ditches, berms, pumps, pipes, lines, connections, gauges, meters, water control structures, and all other equipment, improvements or structures necessary, useful or related to drainage within the Declared Property, serving all or any portion of the Declared Property excluding the Lots, shall be the responsibility of the Association.

SECTION TWO, "MAINTENANCE" DEFINED.

As used in the Articles, "maintenance" shall mean the continuous exercise of reasonable care to keep the drainage ponds or lakes, drainage easement and drainage facilities described above in a condition comparable to their original condition, normal wear and tear excepted; to ensure that the direction or flow of water into or through the drainage ponds or lakes, drainage easements or drainage facilities is not obstructed or retarded; to remove excessive amounts of vegetation from the same; to maintain the water level in the drainage ponds or lakes at a level designated or recommended by the appropriate governmental or regulatory agencies. and to maintain the appropriate water quality in the drainage ponds or lakes. All persons or entities having responsibility for or performing maintenance pursuant to this Article shall comply with all permits and regulatory or statutory requirements, including but not limited to obtaining all required extensions, renewals or additional permits that may be necessary or required.

SECTION THREE, MAINTENANCE CONTRACTOR.

Notwithstanding the foregoing, the Association shall have the right to contract with a management or lake maintenance contractor to perform any maintenance it undertakes pursuant to this Declaration. The cost of such contract shall be an operating expense and shall be included in the regular assessments payable to the Association.

SECTION FOUR, USE OF DRAINAGE PONDS OR LAKES.

1. Except as specifically provided to the contrary herein, access to and use of each drainage pond or lake within the Declared Property shall be restricted to the owners of Lots actually abutting such drainage pond or lake or to the Association charged with maintenance of such drainage pond or lake as a Common Area, and their respective contractors immediate family members, lessees, guests and invitees.
2. It shall be the responsibility of each owner of a Lot to comply with the Southwest Florida Water Management District ("SWFWMD") regulations.
3. It is the responsibility of each owner of a Lot not to remove native vegetation (including cattails) that become established within the required littoral zones of wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Brooksville Permitting Department.
4. No owner of a Lot may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer area, and upland conservation areas described in the

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approved permit and recorded Plat, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4F.A.C.

ARTICLE IX INSURANCE

SECTION ONE, DIRECTORS, AND OFFICERS INDEMNIFICATION.

Each director and officer of the Association and member of the Committee shall be indemnified by the Association against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of the Association or member of the Committee. Such expense will include the cost of reasonable settlements (other than amounts paid to the corporation itself) made with a view of curtailment of costs of litigation. The Association shall not, however, indemnify such Director or Officer with respect to matters he shall be finally adjudged in any action, suit or proceedings to be liable for willful misconduct or gross negligence in the performance of his duty as such Director or Officer or Committee member; or in respect to a matter in which a settlement or compromise is affected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer or Committee member in conducting such litigation to final conclusion. In no event shall anything herein be construed as authorizing the Association to indemnify any such Director or Officer or Committee member against any liability of the corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence, or reckless disregard of duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer or Committee member may be entitled as a matter of law or otherwise.

SECTION TWO, PERSONAL LIABILITY AND RISK OF OWNER LOSS.

The owner of each dwelling unit/Lot shall, at his own expense, obtain insurance coverage for loss of or damage to a unit, as developed, and at his discretion, any furniture, furnishings, personal effects and other personal property belonging to such owner. Each unit/Lot owner may, at his own expense and option, obtain insurance coverage for personal liability against injury to the person or property of another while within such owner's Lot, or upon the common areas. All such insurance obtained by the owner shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of Lots, the Association, and the respective servants, agents and guests of said other owners and the Association. Risk of loss or damage to any furniture, furnishings, personal effects, and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Areas) belonging to or carried on the person of the owner of each Lot, or which may be stored in any unit, or in, to or upon Common areas shall be borne by the owner of each such unit as developed. All furniture, furnishings and personal property constituting a portion of the Common Areas and held for the joint use and benefit of Owners of all Lots, shall be covered by such insurance as shall be maintained in force and effect by the Association. The owner of Lots shall have no personal liability for any damage caused by the Association or in connection with the

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use of the Common areas. The owners of a Lot shall be liable for injuries or damages resulting from an accident on his own Lot and shall be liable for all accidents occurring within his respective Lot, as developed, in accordance with applicable law.

SECTION THREE, ASSOCIATION INSURANCE COVERAGE.

1. The Association shall maintain casualty insurance covering Common areas in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier. Each coverage will afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils, including windstorm endorsement; and (ii) such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use, including vandalism, malicious mischief, and such other insurance coverages which may from time to time be deemed by the Board of the Association to be necessary and in the best interests of the Association and the owners therein.

2. The Association shall carry public liability and property damage insurance in such amounts and in such form as shall be required to protect said Association, which may from time to time be deemed by the Board to be necessary and in the best interests of the Association and the owners therein; provided, however, that in any event said public liability and property damage insurance shall cover all Common Areas, public ways, and any other areas which are under the supervision of the Association. Said insurance shall provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. Said insurance shall provide coverage for (i) bodily injury and property damage that results from the operation, maintenance, or use of the Common areas; and (ii) any legal liability resulting from lawsuits related to employment or other contracts to which the Association is a party. Said policies shall provide for at least 10 days written notice to the Association before the insurer can cancel or substantially modify it.

3. The Association shall provide Workmen's Compensation Insurance to meet the requirements of law.

4. The Association shall provide a blanket fidelity bond for any person who either handles or is responsible for funds held or administered by the Association, whether or not said persons receive compensation for their services. Any management agent that handles funds for the Association shall be required to provide evidence of coverage under a fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other fidelity bonds shall name the Association as an obligee and shall have their premiums paid as a common expense of the Association. Said bonds shall provide for coverage in the amount of the maximum funds that will be in the custody of the Association or its management agent at any time while the bonds are in force, and in any event said fidelity bonds must cover, at a minimum, an amount equal to the sum of three months' assessments on all properties, plus the Association's reserve funds. The bonds shall include a provision providing for ten days' written notice to the Association or insurance trustee before the bonds can be canceled or substantially modified for any reason.

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5. The Association also may provide such other insurance coverage, other than title insurance, as the Board, in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all lots.

All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all unit/Lot owners. The cost of obtaining the insurance coverage authorized above is declared to be a prorated expense of the unit/Lot owners to be included in assessments, regular or special, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

All policies of casualty insurance shall provide for the insurance proceeds covering any loss to be payable to the Association as Insurance Trustee, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all owners and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and appointed as Authorized Agent for all of the owners for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by the Board, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Board of Directors.

The Association shall have the right to function as or designate a bonded Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Association shall levy and collect an assessment against the owners of all Lots in an amount which shall provide the funds required to pay for said repair, replacement, or reconstruction.

In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board may deem to be in the best interests of the members of said Association.

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ARTICLE X GENERAL PROVISIONS

SECTION ONE, COVENANTS RUN WITH LAND.

All restrictions, reservations, covenants, conditions and easements contained in this Declaration, and any amendment or supplement hereto, shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, which will be the entity responsible for the operation and maintenance of the Common areas. Furthermore, the Association shall exist in perpetuity and cannot be terminated, in order to provide for the continued maintenance and operation of the Common Areas and to assist in the protection of the architectural integrity of the community.

SECTION TWO, ENFORCEMENT.

1. The Association or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall be entitled to its reasonable attorney's fees and costs incurred (whether or not arbitration or litigation is actually filed, including appellate fees and costs) for consultations, violation letters, telephone calls and any and all other reasonable legal service, as a result of an Owner's, or an Owner's lessee's, guest's, or invitee's noncompliance with the Declaration, Articles of Incorporation, Bylaws, Regulations, or Chapter 720, Florida Statutes, as same may be amended from time to time. Such legal fees and costs shall be a specific assessment against the Lot, Unit or Parcel and shall be due on such date as may be established by the Board. The Association shall have all rights of collection in relation to such specific assessment for fees and costs, including, but not limited to lien and foreclosure as elsewhere outlined in the Declaration in relation to the collection of assessments.

SECTION THREE, SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION FOUR, AMENDMENT.

The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of twenty five (25) years. This Amended and Restated Master Declaration of Conditions, Covenants and Restrictions may be amended by an instrument approved by not less than two-thirds (2/3) of the Members, which amendment shall be recorded in the

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public records. Notwithstanding the foregoing, no amendment to the covenants and restrictions of this Declaration that affects water management system, including the water management portions of the common areas, shall be permitted without the prior written approval of the Southwest Florida Water Management District.

SECTION FIVE, REMEDY FOR VIOLATION.

For violation or a breach of any of the provisions herein, or of the provisions of the Articles of Incorporation or Bylaws of the Association, by any person claiming by, through or under the Association, or by virtue of any judicial proceedings, the owner, or the Association, or a first mortgagee, or any of them, shall have the right to proceed at law for damages and/or in equity to compel compliance with any of them or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built upon the property any structure which is in violation of this Declaration, the Association, upon the affirmative vote of a majority of the Board, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs or construction, to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. The Association shall have all lien rights against the Owner's Lot as set forth in this Declaration to enforce collection of all expenses incurred by the Association in abating or removing a violation and making necessary repairs to a Lot or Dwelling as set forth herein. In the event that resort to this Section Five becomes necessary, or it becomes necessary to engage the services of an attorney for enforcement of any of the provisions of this Declaration, then the defaulting parties shall be liable for any and all costs of incident to enforcement, including but not limited to any attorneys' fees and expenses, and including any court costs, attorneys' fees, or related expenses if legal proceedings are instituted.

SECTION SIX, EFFECT OF WAIVER OF VIOLATION.

No waiver of breach or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or Bylaws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant to this Declaration, or the Article of Incorporation or Bylaws of the Association.

SECTION SEVEN, INSTRUMENTS GOVERNING COMMON AREAS AND OWNERS OF LOTS.

This Declaration and the Articles of Incorporation, Bylaws of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties, and responsibilities of the Owners of Lots.

SECTION EIGHT, NOTICE TO OWNERS.

Whenever notices are required to be given hereunder, the same shall be sent to the Owners in compliance with applicable Laws and/or by regular mail at the address of the unit situated upon the Lot or by

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electronic mail if consent is received from the owner(s). Such notices shall be deemed given when deposited in the United States mail or sent by electronic mail. Any Owner may change his mailing or email address or mailing address by written notice given to the Association at the same address or to any address subsequently designated by the Association from time to time.

SECTION NINE, GENDER.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

SECTION TEN, AVAILABILITY OF INFORMATION.

The Association shall make available to any Owner, First Mortgagee, and to holders, Insurers or Guarantors of any first mortgage, current copies of this Declaration, the Bylaws of the Association, any and all rules concerning the use and enjoyment of the Common areas/community properties, and the books, records, and financial statements of the Association. When used in this Section, the word "available" shall mean available for inspection, upon written request, during normal business hours or under other reasonable circumstances.

SECTION ELEVEN, EXCULPATION CLAUSE.

Unit owners shall and do hereby indemnify and save harmless the Declarant, Board, and each of its members, as well as members of all volunteer committees acting for or on behalf of the Association, from any and all liability for loss or monetary damages, costs and expenses arising from any statement, vote, decision or failure to act, regarding corporate management or policy as long as the director, officer or committee member discharges his/her duties in good faith. A director may be liable for his/her acts or failure to act if a director derives "improper personal benefit" from the transaction (F.S.607.164(2)).

END OF AMENDED AND RESTATED DECLARATION